

E-Filed On: February 28, 2008

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*Counsel for Compass Financial Partners LLC*

**UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA**

In re:  
 USA COMMERCIAL MORTGAGE COMPANY,  
 Debtor.

Case No. BK-S-06-10725 LBR  
 Case No. BK-S-06-10726 LBR  
 Case No. BK-S-06-10727 LBR  
 Case No. BK-S-06-10728 LBR  
 Case No. BK-S-06-10729 LBR

In re:  
 USA CAPITAL REALTY ADVISORS, LLC,  
 Debtor.

Chapter 11  
 Jointly Administered Under  
 Case No. BK-S-06-10725 LBR

In re:  
 USA CAPITAL DIVERSIFIED TRUST DEED  
 FUND, LLC,  
 Debtor.

**Adversary No. 06-1212 LBR**

In re:  
 USA CAPITAL FIRST TRUST DEED FUND,  
 LLC,  
 Debtor.

**NOTICE OF ENTRY OF ORDER  
 APPROVING SETTLEMENT AND  
 COMPROMISE OF CLAIM AND  
 VACATING TRIAL DATE**

In re:  
 USA SECURITIES, LLC,  
 Debtor.

**Date: February 14, 2008  
 Time: 10:00 a.m.  
 Place: Foley Federal Building  
 300 Las Vegas Blvd. So, 3<sup>rd</sup> Floor  
 Las Vegas, NV 89101**

Affects:

- ☐ All Debtors
- ☒ USA Commercial Mortgage Company
- ☐ USA Securities, LLC
- ☐ USA Capital Realty Advisors, LLC
- ☐ USA Capital Diversified Trust Deed Fund, LLC
- ☐ USA First Trust Deed Fund, LLC

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 Las Vegas, NV 89169  
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BINFORD MEDICAL DEVELOPERS, LLC, an  
Indiana Limited Liability Company,

Plaintiff,

vs.

COMPASS FINANCIAL PARTNERS, LLC,  
and FIDELITY NATIONAL TITLE GROUP,

Defendants.

COMPASS FINANCIAL PARTNERS, LLC,

Counterclaimant,

vs.

BINFORD MEDICAL DEVELOPERS LLC,  
an Indiana Limited Liability Company,

Counterdefendant.

PLEASE TAKE NOTICE that an Order Approving Settlement And Compromise Of  
Claim And Vacating Trial Date (the "Order") was entered on the Court's docket on February  
28, 2008. A copy of the Order is attached hereto.

BULLIVANT HOUSER BAILEY PC

By: Georganne W. Bradley  
Georganne W. Bradley (NV Bar No. 1105)  
3883 Howard Hughes Pkwy., Ste. 550  
Las Vegas, Nevada 89169

*Attorneys for Compass Financial Partners LLC*

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**CERTIFICATE OF MAILING**

1. On February 28, 2008, the following document was served:

**NOTICE OF ENTRY OF ORDER APPROVING SETTLEMENT  
AND COMPROMISE OF CLAIM AND VACATING TRIAL DATE**

2. The above-named documents were served by the following means to the persons listed below:

- ☒ a. **ECF System.**
- ☐ b. **United States mail, postage full prepaid to the following:**
- ☐ c. **Personal service.**

I personally delivered the documents to the persons at these addresses:

- ☐ For a party represented by an attorney, delivery was made by handing the documents at the attorney's office with a clerk or other person in charge, or if no one is in charge, by leaving the documents in a conspicuous place in the office.

- ☐ For a party, delivery was made by handing the documents to the party or by leaving the documents at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

- ☐ d. **By direct email.**

I caused the documents to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

- ☐ e. **By fax transmission.**

Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the documents to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

- ☐ f. **By messenger.**

I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a messenger for service.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 28th day of February, 2008.

/s/ Mary A. Opatrny  
Name: Mary A. Opatrny  
an employee of Bullivant Houser Bailey PC



Entered on Docket  
February 28, 2008

*Linda B. Riegler*

Hon. Linda B. Riegler  
United States Bankruptcy Judge

Georganne W. Bradley, NV Bar No. 1105  
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Counsel for Compass Financial Partners LLC

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re: USA COMMERCIAL MORTGAGE COMPANY, Debtor.	Case No. BK-S-06-10725 LBR Case No. BK-S-06-10726 LBR Case No. BK-S-06-10727 LBR
In re: USA CAPITAL REALTY ADVISORS, LLC, Debtor.	Case No. BK-S-06-10728 LBR Case No. BK-S-06-10729 LBR
In re: USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC, Debtor.	Chapter 11 Jointly Administered Under Case No. BK-S-06-10725 LBR
In re: USA CAPITAL FIRST TRUST DEED FUND, LLC, Debtor.	Adversary No. 06-1212 LBR
In re: USA SECURITIES, LLC, Debtor.	<b><u>ORDER APPROVING SETTLEMENT AND COMPROMISE OF CLAIM AND VACATING TRIAL DATE</u></b>
Affects: <input type="checkbox"/> All Debtors <input checked="" type="checkbox"/> USA Commercial Mortgage Company <input type="checkbox"/> USA Securities, LLC <input type="checkbox"/> USA Capital Realty Advisors, LLC <input type="checkbox"/> USA Capital Diversified Trust Deed Fund, LLC <input type="checkbox"/> USA First Trust Deed Fund, LLC	<b>Date: February 14, 2008 Time: 10:00 a.m. Place: Foley Federal Building 300 Las Vegas Blvd., South Third Floor Las Vegas, Nevada 89101</b>

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1	BINFORD MEDICAL DEVELOPERS, LLC, an Indiana Limited Liability Company,	
2		
3	Plaintiff,	
4	vs.	
5	COMPASS FINANCIAL PARTNERS, LLC,	
6	Defendants.	
7	COMPASS FINANCIAL PARTNERS, LLC,	
8	Counterclaimant,	
9	vs.	
10	BINFORD MEDICAL DEVELOPERS LLC, an Indiana Limited Liability Company,	
11	Counterdefendant.	

This matter having come on for hearing on January 11, 2007 on the Motion to Approve Settlement and Compromise of Claim (the "Motion") filed by Defendant/Counterclaimant COMPASS FINANCIAL PARTNERS LLC ("Compass"); Georganne W. Bradley, Esq. of the law firm of Bullivant Houser Bailey PC having appeared on behalf of Compass; Susan Williams Scann, Esq. of the law firm of Deaner, Deaner, Scann, Malan & Larsen and Ken Schmidt having appeared on behalf of Plaintiff/Counterdefendant BINFORD MEDICAL DEVELOPERS LLC ("Binford"); John Hinderaker, Esq. of the law firm of LEWIS AND ROCA LLP having appeared on behalf of the USACM LIQUIDATING TRUST (the "USACM Trust").

This Court having entered an Order Tentatively Approving Settlement and Compromise of Claim (the "Tentative Order") on January 22, 2008, and having thereafter held status hearings on the Motion on February 4, 2008 and February 14, 2008; the parties having acknowledged that the Settlement Agreement attached hereto as Exhibit A (the "Settlement Agreement") is the final settlement agreement between the parties; having determined that good cause exists to enter a final order granting the Motion, and that entry of a final order will not obviate the need to satisfy or waive the conditions precedent to the effectiveness of the Settlement Agreement set forth in Paragraph 8 thereof; and for other good cause appearing,

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Motion be, and  
2 hereby is, GRANTED, and that the Settlement Agreement be, and hereby is, APPROVED; and

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the portion of the  
4 Tentative Order relating to the allowance of Binford's unsecured claim in the amount of  
5 \$925,000.00 be, and hereby is, ratified and confirmed and incorporated by this reference herein  
6 in its entirety; and

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the trial date  
8 scheduled for this adversary proceeding, May 13, 2008, be, and hereby is, vacated.

9  
10 Prepared and submitted by:

11 BULLIVANT HOUSER BAILEY PC

12 By: Georganne W. Bradley  
13 Georganne W. Bradley, Esq.  
14 3883 Howard Hughes Pkwy., Ste. 550  
Las Vegas, Nevada 89169

15 Attorneys for Compass Financial Partners  
16 LLC

17 Date: 2/26/08

18 Approved / Disapproved:

19 DEANER, DEANER, SCANN, MALAN  
& LARSEN

20 By: \_\_\_\_\_  
21 Susan Williams Scann, Esq.  
22 720 So. Fourth Street, Ste. 300  
Las Vegas, Nevada 89101

23 Attorneys for Binford Medical Developers,  
24 LLC

25 Date: \_\_\_\_\_

Approved / Disapproved:

LEWIS & ROCA LLP

By: John Hinderaker  
26 Rob Charles, Esq.  
27 John Hinderaker, Esq.  
28 3993 Howard Hughes Pkwy., Ste. 600  
Las Vegas, Nevada 89169

Attorneys for USACM Liquidating Trust

Date: 2/26/08

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1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Motion be, and  
2 hereby is, GRANTED, and that the Settlement Agreement be, and hereby is, APPROVED; and

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the portion of the  
4 Tentative Order relating to the allowance of Binford's unsecured claim in the amount of  
5 \$925,000.00 be, and hereby is, ratified and confirmed and incorporated by this reference herein  
6 in its entirety; and

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the trial date  
8 scheduled for this adversary proceeding, May 13, 2008, be, and hereby is, vacated.  
9

10 Prepared and submitted by:

11 BULLIVANT HOUSER BAILEY PC

12 By: \_\_\_\_\_  
13 Georganne W. Bradley, Esq.  
14 3883 Howard Hughes Pkwy., Ste. 550  
Las Vegas, Nevada 89169

15 Attorneys for Compass Financial Partners  
16 LLC

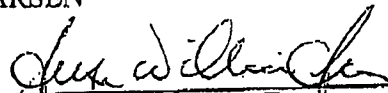
17 Date: \_\_\_\_\_

18 Approved / Disapproved:

19 DEANER, DEANER, SCANN, MALAN  
& LARSEN

Approved / Disapproved:

LEWIS & ROCA LLP

20 By:   
21 Susan Williams Scann, Esq.  
22 720 So. Fourth Street, Ste. 300  
Las Vegas, Nevada 89101

23 Attorneys for Binford Medical Developers,  
24 LLC

25 Date: 2/26/08

By: \_\_\_\_\_  
Rob Charles, Esq.  
John Hinderaker, Esq.  
3993 Howard Hughes Pkwy., Ste. 600  
Las Vegas, Nevada 89169

Attorneys for USACM Liquidating Trust

Date: \_\_\_\_\_

**EXHIBIT "A"**

**SETTLEMENT AGREEMENT**

**[See attached]**

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**SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is entered into on December \_\_, 2007, by and between Binford Medical Developers LLC (the "Borrower"), Kenneth E. Schmidt (the "Guarantor"), and Compass Financial Partners LLC, Compass USA SPE LLC and Compass Partners LLC (collectively, "Compass") (collectively with the Guarantor and Borrower, the "Parties").

**RECITALS**

This Agreement is based upon and made with respect to the following recitals of fact to which the Parties agree:

A. On or about August 31, 2005 (the "Origination Date"), USA Commercial Mortgage Company ("USACM") originated a commercial loan on behalf of approximately 53 direct lenders (together with direct lenders who advanced funds to the Borrower after the Origination Date, the "Direct Lenders") to the Borrower in the principal amount of \$4,250,000.00 (the "Binford Loan");

B. The Binford Loan was intended to finance the construction of a medical office building to be known as the "Binford Medical Complex" located at 65<sup>th</sup> Street and Binford Boulevard in Indianapolis, Indiana (the "Property");

C. The Borrowers' obligations under the Binford Loan were personally guaranteed by the Guarantor;

D. The Binford Loan was evidenced by a Construction Loan Agreement, dated August 31, 2005, between the Borrower and the Direct Lenders;

E. On or about August 31, 2005, the Borrower executed a Promissory Note Secured by Mortgage, dated August 31, 2005 (as amended, the "Promissory Note"), in favor of the Direct Lenders in the amount of \$4,250,000.00;

F. On or about August 31, 2005, as collateral for the Promissory Note, the Borrower executed a Mortgage, Security Agreement and Assignment of Rents, dated August 31, 2005, granting the Direct Lenders a first priority mortgage lien upon and security interest in the Property;

G. Additional funds were loaned to the Borrower by Direct Lenders pursuant to six Amendments to Loan Documents, such that the principal of the Binford Loan was increased to \$7,450,000.00, and the total number of Direct Lenders in the Binford Loan was increased to 92;

1 H. Pursuant to the Binford Loan documents, on or after August 31, 2005, amounts  
2 were forwarded by the Direct Lenders to a construction control account maintained by Fidelity  
3 National Title Group ("Fidelity"), the current balance of which is approximately \$330,000.00  
4 (the "Fidelity Escrow Amount");

5 I. USACM acted as servicer of the Binford Loan on behalf of the Direct Lenders  
6 from the Origination Date through February 16, 2007, pursuant to various loan servicing  
7 agreements by and between the Direct Lenders, individually, and USACM (the "LSAs");

8 J. On April 13, 2006, USACM, USA Capital First Trust Deed Fund, LLC  
9 ("FTDF"), and three other affiliates of USACM (collectively, the "Debtors") commenced  
10 chapter 11 cases in the United States Bankruptcy Court for the District of Nevada (the  
11 "Bankruptcy Court"), styled *In re USA Commercial Mortgage Company, et al.*, which were  
12 jointly administered under Chapter 11 Case No. BK-S-06-10725 (LBR);

13 K. On November 7, 2006, the Borrower commenced an adversary proceeding in the  
14 Debtors' chapter 11 cases, styled *Binford Medical Developers, LLC v. USA Commercial*  
15 *Mortgage Company and Fidelity National Title Group*, Adversary No. 06-01212-LBR (the  
16 "Adversary Proceeding"), in which the Borrower alleged breach of contract, breach of the  
17 covenant of good faith and fair dealing, intentional misrepresentations, and requested  
18 declaratory and injunctive relief against USACM and Fidelity;

19 L. On November 30, 2006, USACM filed a Counterclaim for Declaratory Relief in  
20 the Adversary Proceeding;

21 M. Effective February 16, 2007, Compass acquired substantially all of the assets of  
22 USACM and FTDF, including, among other things, FTDF's participation as a Direct Lender in  
23 the Binford Loan in the principal amount of \$1,285,000.00 and USACM's rights under each  
24 LSA, all accrued default rate interest, servicing fees, late charges, success fees and other fees  
25 and sums due the servicer under the LSAs, pursuant to an Asset Purchase Agreement, dated as  
26 of December 7, 2006 (the "Sale"), which was approved by the Bankruptcy Court by Order  
27 entered January 8, 2007, confirming the Debtors' chapter 11 plan of reorganization (the "Plan");

28 N. The Borrower was served with notice of the proposed Sale, and filed a Joinder to  
the Limited Objection of Standard Properties LLC on December 11, 2006;

O. Compass acquired the Debtors' assets, including the assets related to the Binford  
Loan, free and clear of all liens, claims, encumbrances and other interests pursuant to the Plan  
and 11 U.S.C. §363(f), provided that Paragraph 78 of the Order Confirming Debtor's Third

1 Amended Joint Chapter 11 Plan of Reorganization, as modified and entered January 8, 2007,  
2 excepts any setoff, recoupment, counterclaim or defense that Binford has to the attempted  
3 enforcement, collection and/or foreclosure of the loan;

4 P. On March 26, 2007, in accordance with Section IV(D)(1) of the Plan, Compass  
5 filed a Notice of Election to Prosecute and Defend Pending Litigation, Pursuant to Debtors'  
6 Confirmation Chapter 11 Plan of Reorganization, pursuant to which Compass elected to  
7 prosecute and defend USACM's rights in the Adversary Proceeding;

8 Q. On or about April 25, 2007, Smith Development and Construction Company,  
9 Inc., an Indiana corporation, the general contractor hired by the Borrower to construct the  
10 Binford Medical Complex on the Property (the "Contractor"), filed a Complaint For Declaratory  
11 Judgment and Other Relief in the Marion Circuit Court in Indiana (the "Indiana State Court"),  
12 naming the Borrower, Compass, and Fidelity as Defendants, and seeking, among other things,  
13 entry of an order directing that the Fidelity Escrow Amount be paid directly to the Contractor  
14 (the "State Court Action");

15 R. On August 16, 2007, the Indiana State Court entered an Order directing Fidelity  
16 to deposit the Fidelity Escrow Amount into the registry of the Indiana State Court, and  
17 dismissing Fidelity as a party to the State Court Action;

18 S. The Fidelity Escrow Amount was deposited into the registry of the Indiana State  
19 Court;

20 T. On or about July 18, 2007, Compass filed a Cross-Claim against the Borrower in  
21 the State Court Action seeking foreclosure upon the Property in accordance with Indiana law  
22 and the Binford Loan documents (the "Foreclosure Action"); and

23 U. On November 6, 2007, the Parties, through their direct representatives and  
24 counsel, with the participation of Stuart Madsen, a Direct Lender, the then Loan Captain on the  
25 Binford Loan and member of the Board of the Binford LLC, engaged in a mediation at the  
26 direction of the Bankruptcy Court before the Hon. Mike K. Nakagawa, at which an agreement  
27 was reached and read into the record resolving all pending disputes among the Parties, subject to  
28 certain conditions, all as more fully set forth below.

#### AGREEMENT

NOW, THEREFORE, in consideration of the terms set forth herein, the Parties, without  
admission of liability and in settlement of the disputes among them, hereby agree as follows:

1           1. Allowable Debt. As of November 6, 2007, the Borrower and the  
2       Guarantor acknowledge and agree that allowable debt due and owing by the  
3       Borrower to the Direct Lenders and Compass on the Binford Loan is in the principal  
4       amount of \$7,450,000.00, interest of \$1,622,904.81, default interest of \$949,605.09,  
5       and late charges of \$499,460.63, for a total sum of \$10,521,978.52, and that the  
6       Borrower and the Guarantor have no defense or right of offset or recoupment with  
7       respect to such allowable debt. Compass acknowledges and agrees that the  
8       agreements of the Borrower and the Guarantor in this Paragraph 1 are without  
9       prejudice to the ability of the Direct Lenders (and of Compass) to assert that the  
10      indebtedness due and owing by the Borrower under the Binford Loan is in an amount  
11      as of November 6, 2007 other than as hereby agreed to by the Borrower and the  
12      Guarantor, and that the Direct Lenders reserve their rights with respect to the  
13      assertion of any defense that otherwise may be available to them under applicable  
14      law with respect to Compass's entitlement to default interest and late fees in  
15      connection with the Discounted Payoff, as defined below.

16           2. Fair Market Value of the Property. As of November 6, 2007, pursuant to  
17      that certain Appraisal dated \_\_\_\_\_, prepared by \_\_\_\_\_, the as  
18      is fair market value of the Property is approximately \$5.4 million, the liquidation  
19      value of the Property is approximately \$4.1 million, and the value of the Property on  
20      a fully built-out, leased, and stabilized basis, assuming 12 months of marketing, is  
21      approximately \$6.66 million which values, for purposes of this Agreement, are  
22      accepted by the Borrower and the Guarantor as accurate and binding values based  
23      upon the assumptions and effective dates stated in such Appraisal.

24           3. Settlement Amount. The Borrower shall pay Compass (on behalf of the  
25      Direct Lenders) the sum of \$5.4 million (the "Discounted Payoff") at a closing date  
26      to occur no earlier than the 11th day following the entry of an Order of the  
27      Bankruptcy Court approving this Agreement, and in any event no later than March  
28      31, 2008 (the "Closing Date"). Upon receipt of the Discounted Payoff, Compass (on  
    behalf of the Direct Lenders) shall accept the sum in full and final satisfaction of the  
    obligations of the Borrower pursuant to the Promissory Note, and agrees to execute a  
    release of the Mortgage, Security Agreement and Assignment of Rents dated August  
    31, 2005 on the Property, and dismiss with prejudice the Foreclosure Action.

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4. Dismissal of Indiana Claims and Release of the Fidelity Escrow Amount.

Effective as of the Closing Date, the Borrower, the Guarantor, and the Contractor will dismiss with prejudice all claims against Compass and the Direct Lenders in the State Court Action currently pending in Indiana. Effective as of the Closing Date, Compass and the Direct Lenders will consent to the release to the Contractor of the Fidelity Escrow Amount currently held in the registry of the Indiana State Court.

5. Mutual Release. Effective as of the Closing Date, the Borrower, the

Guarantor, Compass, and the Direct Lenders will exchange mutual releases and the Borrower and Compass will file dismissals with prejudice in the Adversary Proceeding. Effective as of the Closing Date, Compass and the Direct Lenders will exonerate and release the Guarantor on his personal guaranty.

6. Unsecured Claim Against USACM Estate. The Borrower's unsecured

claim against the USACM chapter 11 estate shall be allowed in the amount of \$925,000.000, which represents the deficiency in fully funding the Binford Loan alleged by the Borrower.

7. Foreclosure. Nothing in this Agreement shall stay, constitute an

agreement to standstill, or preclude or forbid Compass from continuing to pursue the Foreclosure Action to a judgment or decree of foreclosure; provided, however, that Compass shall not schedule or complete a foreclosure sale of the Property on a date on or prior to the Closing Date.

8. Conditions to Effectiveness. The effectiveness of this Agreement is

subject to the satisfaction prior to the Closing Date of each of the following conditions precedent: (a) unconditional approval of the Discounted Payoff amount by the Direct Lenders; (b) entry of an Order of the Bankruptcy Court approving the Agreement; (c) approval by the USACM Liquidating Trust of an allowed unsecured claim of \$925,000.00 in favor of the Borrower; and (d) the Contractor's agreement to dismiss any claims against Compass and the Direct Lenders with prejudice.

9. Warranties. As part of the consideration for the payment of the

aforementioned sums, the Parties hereto have expressly WARRANTED and REPRESENTED and do hereby for themselves, their predecessors, successors, assignors, assignees, beneficiaries, trustees, parents, members, partners, affiliates, subsidiaries, shareholders, directors, officers, employees, agents, insurers, attorneys

1 and legal representatives expressly WARRANT and REPRESENT to one another  
2 that:

- 3 (i) They are entering into this Agreement voluntarily;
- 4 (ii) They have fully informed themselves of the terms, contents, conditions  
5 and effects of this Agreement and have had the opportunity to consult legal counsel of  
6 their choice in connection with this Agreement;
- 7 (iii) They are fully authorized to enter into this Agreement;
- 8 (iv) In making this settlement, no promise or representation of any kind has  
9 been made to them, except as expressly stated in this Agreement, and they are not  
10 relying on any representation or statement not expressly stated in this Agreement; and
- 11 (v) They have relied solely and completely upon their own judgment in  
12 making this release and fully understand that this is a full, complete and final release as  
13 to each of the Parties.

14 10. Execution of Counterparts. This Agreement may be executed  
15 simultaneously in two or more counterparts, including via facsimile, each of which  
16 shall be deemed an original, but all of which together shall constitute one in the same  
17 instrument.

18 11. Choice of Law/No Construction In Favor of Any Party. This Agreement  
19 shall be construed as a whole in accordance with its fair meaning and in accordance  
20 with the laws of Nevada. The terms of this Agreement have been negotiated by the  
21 Parties, and any ambiguity in the language of the Agreement shall not be construed  
22 in favor of or against any particular party.

23 12. Intentionally Deleted.

24 13. Entire Agreement. This Agreement constitutes the entire agreement,  
25 written, oral and implied, between Binford Medical Developers LLC, Kenneth E.  
26 Schmidt, the Direct Lenders, Compass Financial Partners LLC, Compass USA SPE  
27 LLC and Compass Partners LLC, and this supersedes and replaces all prior  
28 negotiations, proposed agreements (written, oral, and implied) and it is expressly  
understood and agreed that this Agreement may not be amended or modified in any  
respect, except by a writing duly executed by all the Parties hereto or their authorized  
representatives.



14. No Third Party Beneficiaries. Except as set forth specifically with respect to the Direct Lenders in Paragraph 1 hereof, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns.

Executed in multiple originals on this \_\_\_ day of December, 2007.

<b>COMPASS FINANCIAL PARTNERS, LLC</b> By: _____ Printed Name: _____ Title: _____	<b>BINFORD MEDICAL DEVELOPERS LLC</b> By: _____ Printed Name: _____ Title: _____
<b>COMPASS USA SPE LLC</b> By: _____ Printed Name: _____ Title: _____	<b>KENNETH E. SCHMIDT</b> , individually and as Guarantor _____   
<b>COMPASS PARTNERS, LLC</b> By: _____ Printed Name: _____ Title: _____	   

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